

Q & A

An invoice associate is married to a supplier who works with the buyers at the Home Office. I've seen her call her husband and tell him the cost of products we're buying from his competitors. Is this a violation?

Yes. Although she does not have influence over the business he works with at Walmart, she has access to confidential information that may be giving her husband's company an advantage over other suppliers.

A co-worker of mine has recently given her resignation. Since then, she's been e-mailing supplier contact information to her home computer so she can start her own business. Is this a violation?

Yes. The supplier information she obtained through her position at Walmart is considered confidential company information. She should not be using it for her personal business.

A friend of mine told me he could give me information regarding a competitor's upcoming advertising strategy. Should I get the information?

No. We have no desire, or need to know the trade secrets of other companies.

Protecting personal and business information

In your daily business, you might be exposed to personal and business information about associates, customers, members, suppliers, and our own company. It's your responsibility to protect this information in accordance with applicable laws, industry best practices, and our corporate beliefs.

Information may be physical (on paper) or electronic. You should only collect or store personal or business information needed to perform your jobs. Manage that information securely through its lifecycle. Information is divided into three classes of data: private (high security), confidential (medium security), and unprotected (low security).

Examples of ways to protect private or confidential information include:

- Accessing the information for business purposes only.
- Sharing it with other associates for legitimate business purposes only.
- Preventing unauthorized access (for example, locking up private data).
- Return all private and confidential information to Walmart along with any other Walmart property upon termination of employment.
- If there is no business need, or a hold for legal purposes, for keeping the data, dispose of it by placing it in a shredder or confidential bin; never throw it in the trash.

If you believe you have information that needs to be shared outside the company, seek approval from your manager or the Legal Department first.

Trade secrets are an example of business data we must protect. In our pursuit of "striving for excellence," we have invested in the development of systems, processes, products, business procedures, and technology – our trade secrets – that have made us a leader in the retail industry, and give us a competitive edge. All trade secrets are private data and must be kept secure. In addition to protecting our own trade secrets, it's our policy to respect the trade secrets of others. No associate may reveal the trade secrets of the companies with which we conduct business, or of their former employers.



“ Integrity can be described as making your beliefs and your actions line up.

John C. Maxwell,
author and leadership expert ”

Personal information must also be securely managed. If you suspect there may be a breach of customer, member, or associate personal information, notify a member of management, your in-country Ethics Office, or the Global Ethics Office.

Specific departments within our company may have special privacy rules or procedures. Read, understand, and stay current on information that applies to your specific business and job function.

Q & A

My manager told all my peers about my medical condition when I called in sick yesterday. Is that a violation of the Privacy policy?

It could be. Your peers do not have a business need for knowing your medical condition. Many times the information is shared out of genuine care and concern for you as an important and valued member of the team. Talk to your manager and tell them your concern. If you don't feel comfortable talking to them, contact your Human Resources manager or the Global Ethics Office.

A pharmacy associate told me a certain customer has a rare medical condition. Is she allowed to share this information?

No. Personal information about our customers (including medical data) is confidential and should not be shared.

I have an anonymous blog that I write on a regular basis. Can I post information I've learned based on my job?

While posting information online can be a great way to communicate with others, it's important to consider some of the risks and rewards that are involved. Maintain the confidentiality of business information related to Walmart and its partners, and the personal information of associates and customers. Don't reveal anything that is not public. Ultimately, you're responsible for what you post.

Q&A

We have a representative from the government here to inspect our food products. What should I do?

Contact your manager immediately.

My team is interested in purchasing products from a government-owned business. What should I do?

Contact your in-country Legal Department or the Global Ethics Office for opinions and instructions.

I would like to sit on the Education Board for my city. Am I allowed to do this as a manager at Walmart?

Yes. Make sure your position with Walmart, and any influence related to it, is kept separate from your newly appointed position on the Education Board.

I believe one of our imported items was incorrectly classified on the paperwork. What should I do?

Contact your manager and the Legal Department immediately. There are fines and additional tariffs in many countries for misclassifying import information on products.

I was told one of my new suppliers appeared on some sort of government list and I shouldn't do business with them. What should I do?

Contact your Legal Department for guidance on how to proceed or correct the issue. Many governments keep a list of countries and people with which businesses may not enter into transactions.

Governmental and political activities

Governmental contracts and inquiries

We should not enter into any contract with any governmental entity involving the sale of products or services without written approval from our Legal Department, and the appropriate level of senior management.

We will immediately report all inquiries from governmental entities or investigators to the appropriate level of management. All inquiries from government entities and investigators must be answered accurately and completely.

Political involvement

Participation in the political process outside of work and during non-work time is admirable. You can make lawful contributions to political activities; however, Walmart will not reimburse you for those activities unless required by law. You cannot use your job title or company affiliation in connection with political activities unless that information is required by law or allowed by company policy.

Political contributions, direct or indirect, of company funds or use of company property, services, or other assets for political purposes may not be made without the prior approval of the Government Relations Department.

International trade

All countries regulate international trade transactions covering activities such as imports, exports, and financial transactions. For example, all inbound merchandise entering the commerce of a country must clear customs prior to being released and delivered to the recipient. It's at customs where the merchandise is examined, and compliance with regulations is determined in addition to the payment of duties and taxes where applicable.

It's important to keep the following points in mind:

- Make sure that a thorough check of all regulatory requirements has been done before attempting to import and export merchandise. Regulatory requirements apply to both the merchandise and the documentation.



“ Try not to become a man of success but rather try to become a man of value. ”

Albert Einstein,
theoretical physicist

- Documentation must be complete and accurate, including description, prices, and the parties to the transaction.
- Internal controls must be established to ensure compliance with all regulatory requirements, including any record-keeping obligations.

Some governments may administer a variety of trade restrictions, such as embargoes and sanctions, against a number of countries, including nationals of those countries. Transactions with certain designated individuals and organizations, such as terrorist organizations, narcotics traffickers and weapons proliferators, are also prohibited even though those individuals or organizations may not be associated with any particular country's embargo. Severe civil and/or criminal penalties may be levied against companies or individuals that violate export controls. Always consult the Legal Department prior to entering into international trade negotiations or transactions.

Media statements

To ensure the accuracy of information that we provide to the public, don't make any statement (written or verbal) on behalf of Walmart to media, news publications, trade publications, or any other source without prior approval from the in-country or global Corporate Affairs Department (and, concerning statements about financial matters, the Finance Department).

Q & A

We're discussing a joint venture with a local partner who will help us open new markets in a country. The partner is proposing special invoicing and shipping arrangements that he says will save taxes for both of us. I'm not familiar with this technique. How should we approach this?

Do not enter into a contract where you don't understand all terms and conditions. Make sure your Legal Department reviews and approves all terms and conditions of the arrangement before you proceed.

I think my new store will be opening on a certain date. Can I call the local media to tell them about the Grand Opening and the activities involved?

You should contact the Corporate Affairs Department prior to contacting the media. They will direct you with official information and suggested statements to share with your community.

Final disclaimer

This Statement of Ethics provides an introduction to the responsibilities of all associates, along with an overview of certain important policies. It is an important part of your employment with Walmart. But, it's not intended to create an express or implied contract of employment in and of itself. The policies of Walmart may be modified at our sole discretion, without notice, at any time consistent with applicable law. Employment with Walmart is on an at-will basis, where permitted by law, meaning associates are free to resign at any time for any or for no reason and Walmart may terminate an associate at any time for any or for no reason.

Violations of this Statement of Ethics may result in disciplinary action up to and including termination.

Global Ethics Helpline contact information

International access numbers may change. Refer to walmartethics.com for the most updated access numbers by country if you experience difficulties.

Country	Access code	Contact phone number
Argentina	Access code is not necessary	0800-666-1693
Bahrain	800-000-01	800-613-9668
Bangladesh	157-0011	800-613-3713
Brazil	Access code is not necessary	0800-891-4093
Cambodia	1-800-881-001	800-613-3859
Canada	Access code is not necessary	800-963-8442
Canada-French	Access code is not necessary	1-800-805-9121
Chile	Access code is not necessary	1230-020-0130
China-Telecom	Access code is not necessary	10-800-711-0571
China-Chinacom	Access code is not necessary	10-800-110-0549
Colombia	Access code is not necessary	01-800-912-0095
Costa Rica	Access code is not necessary	0-800-011-0932
Dominican Republic	Access code is not necessary	1-888-719-1292
Ecuador	1-999-119 or 1-800-225-528	800-451-5596
Egypt	510-0200 (Cairo) 02-510-0200 (not Cairo)	800-613-3723
El Salvador	Access code is not necessary	800-6192

Country	Access code	Contact phone number
Guatemala	999-9190 or 138-126	800-613-3715
Honduras	800-0-123	800-613-3720
Hong Kong	Access code is not necessary	800-90-0620
India	000-117	800-613-3704
Indonesia	Access code is not necessary	001-803-009-7987
Italy	Access code is not necessary	800-78-7538
Japan	Access code is not necessary	00531-11-5053
Jordan	1-880-000	800-613-3728
Kenya	Access code is not necessary	704-973-0299 (collect call)
Malaysia	Access code is not necessary	1-800-80-0011
Mexico	Access code is not necessary	001-888-280-0603
Nicaragua	1-800-0174	800-613-3721
Northern Ireland	Access code is not necessary	0800-028-7246
Pakistan	00-800-01001	800-613-3719
Peru	Access code is not necessary	0800-52-346
Philippines	Access code is not necessary	1-800-1-111-0073
Puerto Rico	Access code is not necessary	800-963-8442
Singapore	Access code is not necessary	800-110-1517
South Africa	Access code is not necessary	0800-891-4093
South Korea	Access code is not necessary	00798-1-1-009-4782
Spain	Access code is not necessary	900-99-1041
Sri Lanka	02-430-430	800-613-3727
Taiwan	Access code is not necessary	00801-10-4058
Thailand	Access code is not necessary	001-800-11-009-4987
Turkey	Access code is not necessary	001-704-973-0379 (collect call)
United Arab Emirates	0-800-121	800-613-3754
United Kingdom	Access code is not necessary	0800-028-7246
U.S.A.	Access code is not necessary	800-963-8442
U.S.A.-Spanish	Access code is not necessary	800-963-8442
Vietnam	120-10-288	800-613-9679

Ethics Committee contact information

Country	Contact phone number	Contact e-mail
Argentina	0800 8880124	Eticawm@wal-mart.com
Brazil	0800 703 39 66	Etica@wal-mart.com
Canada	1-800-963-8442	Ethics @wal-mart.com
China	86-755-21512899	
Costa Rica	800-963-8422	etica@latam.wal-mart.com
El Salvador	800-2-9638422	etica@latam.wal-mart.com
Guatemala	1-801-81-38422	etica@latam.wal-mart.com
Honduras	800-22-38422	etica@latam.wal-mart.com
Japan	0120-210-737	hotlaine@seiyu.co.jp
Mexico	5255 5283-0148	cumplir@wal-mart.com
Nicaragua	1-800-963-8422	etica@latam.wal-mart.com
Puerto Rico	1-800-963-8442	PR Ethics@wal-mart.com
United Kingdom	0777-970-0137	
U.S.A.	1-800-963-8442	Ethics@wal-mart.com

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“Personal and moral integrity is one of our basic fundamentals and it has to start with each of us.”

- Sam Walton

TAB 2

Discrimination & Harassment Prevention Policy

Updated: September 19, 2011

At Walmart, we believe in respecting the dignity of every individual. Respectful and professional conduct furthers our mission, promotes productivity, minimizes disputes and enhances our reputation in the communities where we work. All associates, customers, members, or other individuals with whom we have contact in the course of our business should be treated fairly and respectfully without regard to their personal appearance, beliefs, culture, affiliations, or any other characteristics, as long as their conduct does not interfere with the legitimate interests of Walmart or other individuals.

We are also committed to providing an environment that is free of discrimination or harassment based on an *individual's status*.

Individual's status means an individual's race, color, ancestry, ethnicity, religion, sex, pregnancy, national origin, age, disability, marital status, veteran status, sexual orientation, gender identity or expression, genetic information or any other legally protected status. Individual's status also includes an individual's marriage to or association with someone with any status listed above.

We will not tolerate any form of discrimination or harassment in any aspect of our business. This means that we strictly prohibit any discrimination or harassment, as described below, by or directed at any associate, job applicant, customer, member, supplier or person working on behalf of Walmart. This "zero tolerance" policy applies regardless of whether such conduct rises to the level of unlawful discrimination or harassment.

This policy applies to all associates who work for Walmart Stores, Inc., or one of its subsidiary companies, in the United States (Walmart).

Managers and supervisors should use the appropriate supplemental management guidelines.

Discrimination and Harassment Prevention Management Guidelines - Field
Discrimination and Harassment Prevention Management Guidelines - Home Office

Reporting Procedures
Investigation and appropriate action
Confidentiality

Prohibited conduct

Discrimination

We prohibit any *discriminatory action* based on an individual's status in all aspects of our business. For purposes of this policy, *Discriminatory action* includes, but is not limited to, firing, refusing to hire, denying training, failing to promote and discriminating in pay or other terms, conditions or privileges of employment based on an individual's status. It also includes encouraging or assisting anyone to take discriminatory actions.

We prohibit associates from designing, implementing or executing a *business process* in any manner that discriminates against, singles out or subjects to heightened scrutiny a person based on an individual's status. For the purposes of this policy, a *business process* includes, but is not limited to, sales and purchase of goods and services; customer service; verification or acceptance of any form of payment, including checks, money orders and credit cards; acceptance of shopping cards, gift cards, gift certificates and coupons; refunds, returns and/or exchanges of merchandise; surveillance, investigation or detention of suspected shoplifters, and use of Electronic Article Surveillance (EAS).

Harassment

We prohibit any form of harassment based on an individual's status in all aspects of our business. This includes, but is not limited to:

- Using slurs or negative stereotyping;
- Verbal kidding, teasing, or joking;
- Making offensive comments about an individual's status, appearance, or sexual activity;
- Leering or making offensive gestures;

- Circulating or displaying offensive pictures, cartoons, posters, letters, notes, e-mails, invitations, or other materials;
- Using company e-mail or Internet resources to receive, view, or send offensive jokes, pictures, posters, or other similar materials;
- Intimidating acts, such as bullying or threatening based on an individual's status;
- Offensive physical contact such as patting, grabbing, pinching, or intentionally brushing against another's body;
- Physical touching or assault, as well as impeding or blocking movements;
- Repeated unwanted sexual flirtations, advances, or propositions;
- Pressure for sexual activity, including offering employment benefits in exchange for sexual favors or denying employment benefits in response to a refusal to provide sexual favors or
- Any other conduct that shows hostility toward, disrespect for or degradation of an individual based on the individual's status.

Harassing conduct, such as that listed above, is prohibited regardless of whether it is welcome or unwelcome, and regardless of whether the individuals involved are of the same or are of a different sex, sexual orientation, race, or other status.

Retaliation

We prohibit taking negative action against any associate, former associate, job applicant, customer, member, supplier or person working on behalf of Walmart for, reporting conduct that may violate this policy; filing a complaint of discrimination or harassment with a government agency or court; assisting another individual in reporting conduct that may violate this policy; assisting another individual in filing a complaint of discrimination or harassment with a government agency or court; cooperating in an investigation; or opposing discrimination or harassment.

Reporting procedures

We are committed to preventing discrimination and harassment in all aspects of our business. We will take all reasonable measures to prevent discrimination and harassment. However, if we are not aware that discrimination or harassment is taking place, we cannot address the situation.

If you experience conduct that may violate this policy or if you observe or become aware of any conduct that may violate this policy by being discriminatory, harassing or retaliatory; you should immediately report the violation to any salaried member of management or confidentially and/or anonymously to the Global Ethics Office, 1-800-WMETHICS (1-800-963-8442). If you believe a salaried member of management may be violating this policy, you do not have to report the violation to that person. You may report the possible violation to another salaried member of management or call the Global Ethics Office.

Managers

If you observe, receive a report or otherwise become aware of a possible violation of this policy, you must immediately report such conduct to the *appropriate level of management* for investigation. A salaried member of management who fails to report a violation of this policy may be subject to disciplinary action, up to and including termination.

Appropriate level of management includes, but is not limited to, the Field Logistics Human Resources Manager, Employment Advisor, Market Human Resources Manager, Regional Human Resources Manager or People Director.

We will take appropriate steps to ensure that there is no retaliation of any kind for using the reporting procedures described in this policy. Retaliation of any kind for using the reporting procedures is strictly forbidden and violates this policy.

Investigation and appropriate action

We will take any reported violation of this policy seriously, and we will promptly and thoroughly investigate any report of a possible violation in accordance with the procedures set forth in the management guidelines.

You must cooperate with and tell the truth to the individual who investigates your report. If you do not cooperate or you fail to tell the truth, we will be unable to conduct a proper investigation or take prompt remedial action. Any associate who refuses to cooperate in an investigation or fails to tell the truth during an investigation may be subject to disciplinary action up to and including termination.

We will take appropriate action to eliminate conduct that violates this policy and to ensure that there is no recurrence of such conduct. We may put reasonable interim measures in place during an investigation of a reported policy violation including, but not limited to, suspension or transfer of the associate who reportedly violated this policy. Suspensions are unpaid. However, if you are suspended pending the outcome of a company investigation and the result is that the allegations against you are not substantiated, you will be returned to work and paid for all scheduled hours missed while suspended.

We will take further appropriate action once the reported violation has been thoroughly investigated. If an investigation reveals that an associate has violated this policy (or any other policy), that associate will be subject to disciplinary action up to and including termination and any other appropriate corrective action.

Confidentiality

We will make every reasonable effort to maintain the confidentiality of all parties involved in any investigation. We will disclose information to only those having a need to know in order to facilitate the investigation or resolution. Any disclosure of information, other than on a need-to-know basis as described above, will constitute a breach of confidentiality and will result in disciplinary action up to and including termination.

For more information

If you have questions or need further guidance, please contact your HR representative.

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

Last Modified: September 16, 2011

TAB 3

Violence-Free Workplace Policy

Updated: August 1, 2013

As a company, Walmart is committed to providing a safe and violence-free workplace and shopping location for our associates, suppliers and customers/members. You should help maintain an environment that is free of harassment, violence and threats of violence.

This policy applies to all associates who work for Wal-Mart Stores, Inc., or one of its subsidiary companies in the United States (Walmart).

Managers and supervisors should use the supplemental [Violence-Free Workplace Management Guidelines](#) for additional guidance in administering the policy.

[Prohibited conduct](#)
[Associate reporting responsibilities](#)
[Investigating potential prohibited conduct](#)

Prohibited conduct

Violence

We prohibit any form of violence or threat of violence in or affecting the workplace, other associates or our customers/members. This includes, but is not limited to, any conduct or communication (whether direct or indirect) which: 1) harms, damages, injures, harasses, intimidates, bullies, threatens, stalks, taunts, forces, coerces, restrains or confines another person; 2) reasonably causes another person to fear for his/her health or safety; or 3) intentionally harms or damages property.

Such conduct may be prohibited even when it occurs off our property, including postings on the internet or other electronic communications, if we conclude that your actions suggest a threat of violence in the workplace, or that they may impact other associates, our customers/members, or the company's interests. Refer to the [Social Media Policy](#) for additional information regarding electronic communications.

Possession of weapons

Except as provided below, you may not have or use weapons of any kind, such as firearms (loaded or unloaded, authentic or imitation), illegal knives or explosives:

- While at work on our property (whether on the clock or during breaks and meal periods),
- In a personal vehicle on our property while you are at work (whether on the clock or during breaks and meal periods),
- In a Walmart vehicle at any time,
- While conducting official Walmart business, regardless of location, or
- While attending any type of Walmart function, regardless of location.

State firearm exceptions

An associate in **Alabama, Alaska, Arizona, Indiana, Kansas, Kentucky, Louisiana, Minnesota, Mississippi, North Dakota, Oklahoma, Texas, Utah** and **Wisconsin** who lawfully possesses a firearm may keep the firearm locked in a vehicle on our property.

In **Florida and Maine**, an associate who has a concealed carry permit may keep a firearm locked in a vehicle on our property. In **Tennessee**, an associate with who has a valid handgun carry permit may keep a firearm locked in a vehicle on our property.

Associate reporting responsibilities

Workplace violence

If you become aware of an incident or threat of violent conduct, you should immediately report it to a salaried member of management. Managers must take appropriate actions in accordance with the Violence-Free Workplace Management Guidelines to determine next steps.

If there is an immediate danger, you should report it to the police and notify your supervisor or another manager as soon as possible.

If there is not an immediate danger, you may report other potential violations of this policy to any salaried member of management, or, to remain anonymous, contact the Global Ethics Office at 1-800-WMETHIC (1-800-963-8442).

Restraining orders

If you obtain or are subject to a protective or restraining order that may impact your work or presence at a Walmart facility (for example, if you are legally prohibited from being within a certain distance of a particular individual), you must promptly provide a salaried member of management with the following information:

1. A copy of the petition and declaration used to seek the order;
2. A copy of any temporary or permanent protective or restraining order that is issued or
3. Notice of any changes in the terms or status of the order.

Refer to the Violence-Free Workplace Management Guidelines for additional information regarding retention requirements.

Investigation and appropriate action

Walmart takes reported instances of potential prohibited conduct seriously. We will promptly and thoroughly investigate such reported conduct and take appropriate action to address such conduct. We may put reasonable interim measures in place during the investigation of such a report, including, but not limited to, a leave of absence, suspension or transfer of the associate who reportedly engaged in the potentially prohibited conduct. We may take further appropriate action once our investigation has been concluded.

If you are found to have violated this policy, you will be subject to disciplinary action up to and including termination.

For more information

If you have questions or need further guidance, please contact your HR representative.

Last Modified: August 1, 2013

TAB 4

Open Door Communications Policy

Updated: August 10, 2012

At Walmart, our open door philosophy is an integral part of our culture, reflecting a tradition of open communication and a culture of listening to our associates. We encourage and expect all associates to actively participate in making the company a better place to work and shop. The open door process offers each associate an opportunity to bring suggestions, observations, or concerns to the attention of any supervisor or manager without fear of retaliation. We also welcome early identification of opportunities and challenges and mutual resolution of complaints.

This policy applies to all associates who work for Walmart Stores, Inc., or one of its subsidiary companies in the United States (Walmart).

Managers and supervisors should utilize the supplemental [Open Door Communications Management Guidelines](#) for additional guidance in administering this policy.

[Open door communications](#)
[Initiating an open door conversation](#)
[Pay for open door activities](#)
[Open door communication review](#)
[Confidentiality](#)

Open door communications

We encourage associates to use the open door process for open discussions on all matters related to the company and expect associates to treat everyone participating in the process with dignity and respect. Anything related to Walmart is a fair subject to raise in an open door communication, including your ideas, suggestions and concerns. We encourage you to discuss ways to improve customer service and accomplish other operating efficiencies.

While we cannot promise that your views or opinions will always prevail, the open door process ensures that you will always be heard. We will consider your views and opinions along with the views and opinions of other associates in making decisions that will improve the workplace and the company.

Initiating an open door conversation

You are encouraged to give your immediate supervisor the first opportunity to listen to, address, and resolve ideas, suggestions, or concerns. If you have a concern about your supervisor or if you believe your supervisor has not satisfactorily addressed or resolved an idea, suggestion, or concern, you may contact your next level of supervision.

If you want to have an open door discussion with a supervisor or manager from another work location, we encourage you to call or send an e-mail. You must obtain permission from a salaried member of management before traveling to another work location during your work hours for open door activities.

If you have a concern or problem related to the Statement of Ethics, you can also call the Global Ethics Office at 1-800-WMETHIC (1-800-963-8442) or e-mail Ethics@Walmart.com or Compliance@Walmart.com.

Pay for open door activities

If you are a current associate, we strongly encourage you to use the open door during your normal work hours. You will receive compensation for any time you spend on open door activities that occur during your work shift. You will not be compensated for open door activities conducted outside of your working hours, including participation in face to face communication, telephone calls, writing letters or e-mails, preparing other written documents or traveling regarding an open door, unless your supervisor, manager or other member of management expressly directs or authorizes you to engage in open door activities outside your normal work hours.

Open door communication review

Walmart takes all open door communications seriously. We will investigate any complaints or concerns you raise promptly and thoroughly, and will follow up with you on a periodic basis until resolution is obtained and communicated.

It is important for you to cooperate with the individual who reviews your concern and provide accurate information to the best of your knowledge.

During our review and after the review is complete, we may take appropriate action, including suspension and discipline of associates consistent with other company policies.

Retaliation for initiating an open door communication or cooperating in a review relating to any open door communication is strictly prohibited. Any associate who retaliates against another associate for initiating or cooperating in an open door review will be subject to disciplinary action, up to and including termination.

Confidentiality

Walmart will treat concerns, comments and complaints raised through the open door with confidentiality and respect. Those managers involved in reviewing the matter **may not** disclose any specific information to anyone not directly involved in resolving the concern. We will advise or consult only with those who have a need to know about the situation, including witnesses who may have knowledge of the circumstances surrounding the concern and who may be interviewed as a part of the review.

For more information

If you have questions or need further guidance, please contact your HR representative. Additionally, our [Guiding Principles](#) may assist you in determining the best course of action if there is no policy providing specific direction for your situation.

Last Modified: February 1, 2011

TAB 5

Coaching for Improvement

Updated: April 19, 2012

At Walmart, we believe that by communicating expectations to associates, we empower you to perform your job well and to take charge of your own personal and professional growth. We communicate our expectations regarding your job performance and conduct through company policies, associate training, evaluations and communication with associates.

Coaching for improvement is a tool we use to provide instruction and assistance to you if your job performance fails to meet the reasonable expectations and standards for all associates in the same or similar position or if your conduct violates a company policy or interferes or creates a risk of interfering with the safe, orderly and efficient operation of our business. This approach provides you with an opportunity to identify, acknowledge and change unacceptable job performance or conduct and enables us to retain those associates who demonstrate the interest, ability and desire to be successful.

This policy applies to all associates except those who work in Field Logistics. Special considerations apply to associates employed less than 90 days and Home Office temporary associates.

Managers and supervisors should use the supplemental Coaching for Improvement Guide, available in the Resource section of the Online Coaching for Improvement system, for additional guidance in administering this policy.

First Written coaching
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Coaching for improvements

You may receive only one of each level of coaching in any 12-month period. Your supervisor or manager will determine the appropriate level of coaching to use depending on the individual circumstances of the situation. You should be aware that levels of coaching may be skipped, depending upon the determination by your supervisor or manager of the appropriate level of coaching for the particular situation. You may not receive two of the same level of coaching; the next level of coaching will be used for any subsequent issue.

First Written coaching

Your supervisor or manager may use a First Written level of coaching to notify you that your job performance or conduct does not meet our expectations and to communicate what you need to do to correct the performance or conduct issue. A First Written is the first level in coaching for improvement but may be skipped if the job performance or conduct warrants a higher level of coaching.

Second Written coaching

Your supervisor or manager may use a Second Written level of coaching to notify you that your job performance or conduct does not meet our expectations, when you have failed to correct a job performance or conduct issue despite a prior First Written level of coaching, or if the job performance or conduct warrants a higher level of coaching. You will be required to submit a plan of action outlining how you will improve your conduct and/or performance. You may not be eligible for promotion or transfer if you have an active (within 12 months) Second Written level of coaching. Refer to the Job Transfers and Postings Policy for the transfer eligibility guidelines for your division.

Third Written coaching

Your supervisor or manager may use a Third Written level of coaching to notify you that your job performance or conduct does not meet our expectations, when you have failed to correct a job performance or conduct issue despite a prior First and/or Second Written level of coaching, or if the job performance or conduct warrants a higher level of coaching.

If you receive a Third Written level of coaching, your supervisor or manager will meet with you to discuss the unacceptable job performance or conduct at issue and explain the improvements that you must make and/or the actions that will be taken in light of the unacceptable job performance or conduct at issue. You will be required to develop a plan of action to correct the problems or concerns that exist. Your manager will provide you sufficient time during your regularly scheduled shift to develop your plan and will then meet with you to review the plan, discuss your decision regarding making the required improvements, and take appropriate action based on your decision. You may not be eligible for promotion or transfer if you have an active (within 12 months) Third Written level of coaching. Refer to the Job Transfers and Postings Policy for the transfer eligibility guidelines for your division.

If you fail to submit an acceptable plan of action for a Second or Third Written level of coaching, you may be subject to further disciplinary action up to and including immediate termination.

If your unacceptable job performance or conduct warrants a level of coaching and you have already received a Third Written level of coaching within the 12 months immediately preceding the unacceptable job performance or conduct, you will be subject to termination.

Associates employed less than 90 days and Home Office temporary associates

Associates employed less than 90 Days and Home Office temporary associates should be given verbal feedback regarding their performance and behavior. The formal coaching process is preferred, but not required.

Issues of performance should be addressed before an associate is terminated, allowing them an opportunity to meet company expectations. However, any performance issue may be grounds for termination.

Active coaching period

When your supervisor or manager uses a level of coaching to inform you of unacceptable job performance or conduct requiring improvement, an active coaching period related to this issue begins and will continue for 12 months.

If you take a leave of absence during an active coaching period, the 12-month active coaching period will be suspended during the leave. Upon your return to work, the active coaching period will begin again.

If you terminate during an active coaching period, the level of coaching will continue to run for the duration of the initial 12-month period. If you are rehired during the initial 12-month period, you will still have an active coaching.

Investigations and appropriate action

Investigation

When a supervisor or manager learns of reported or potential misconduct, she or he may need to conduct an investigation in order to determine what occurred and take appropriate action. If you refuse to cooperate in an investigation or fail to tell the truth during an investigation, you may be subject to disciplinary action up to and including termination.

We strictly prohibit retaliation for cooperating in an investigation. If you retaliate against another associate for cooperating in an investigation, you will be subject to disciplinary action up to and including termination.

Action during investigation

It may be necessary to put reasonable interim measures in place during an investigation. If the manager or supervisor conducting the investigation determines that such measures would be appropriate. Interim measures may include, but are not limited to, suspension or transfer.

Suspensions are unpaid. However, if you are suspended pending the outcome of a company investigation and the result is that the allegations against you are not substantiated, you will be returned to work and paid for all scheduled hours missed while suspended.

Appropriate action

If the investigation reveals that you have engaged in misconduct, your supervisor or manager will take appropriate action. The appropriate action will depend on the nature of the particular situation and may include coaching or immediate termination.

Confidentiality

We will make every reasonable effort to maintain the confidentiality of all parties involved in any investigation. We will disclose information only to those having a need to know in order to facilitate the investigation or its resolution. Any other disclosure constitutes a breach of confidentiality and will result in disciplinary action up to and including termination.

Termination

If you receive a level of coaching and your job performance or conduct remains unacceptable, we may terminate your employment.

Additionally, if your unacceptable conduct is found to be serious, this may result in your immediate termination. In such cases, you will not be eligible for rehire. Examples of misconduct that may warrant immediate termination include, but are not limited to, the following:

- Violence or a safety violation, that creates a high risk of injury to people or damage to property.
- Intentional failure to follow a Walmart policy.
- Falsification of documentation.
- Theft, fraud or abuse of an associate benefit or other action involving financial integrity issues.
- Violation of federal, state or local statute or regulation through your work activities.

Behavior identified in any of our policies that could result in an associate's immediate termination.

For more information

If you have questions or need further guidance, please contact your HR representative.

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

Last Modified: May 25, 2011

TAB 6

new hire orientation training plan

Associate: (b) (6), (b) (7)(C) Sponsor: (b) (6), (b) (7)(C)
Hire Date: (b) (6), (b) (7)(C) Division: 01 Dept. *socks wear*

DAY ONE

- ☒ Meet Store Manager
- ☒ Participate in Welcome Session
- ☒ Watch the *History/Legacy* video
- ☒ Watch/discuss the *Division 01 Combo* video (or *Supercenter Orientation* video)
- ☒ Wal-Mart Culture Lesson - Respect for the Individual
- ☒ Meet the Management Team
- ☒ Review Yellow Dot Program
- ☒ Review personnel paperwork
- ☒ Review Benefits information
- ☒ Watch/discuss the *Benefits* video
- ☒ Participate in a Question & Answer session
- ☒ Meet Sponsor
- ☒ Participate in a Store Tour
- ☒ Review Wal-Mart Today's *New Associate Orientation* issue

Pipeline & Computer Based Learning (CBL)

- ☒ Introduction to Pipeline, Policy Manual & CBL
- ☒ Print & review Training Plan (under Training in Pipeline)
- ☒ Read policy PD-10, Statement of Ethics (under Policy in Pipeline)
- ☒ Discovery Basic (Level 1: 7 days to complete)
- ☒ Three Basic Beliefs (Level 1: 7 days to complete)
- ☒ Associate Safety (Level 1: 7 days to complete)
- ☒ Customer Safety (Level 1: 7 days to complete)
- ☒ Store Manager to show and discuss the *You Picked a Great Place to Work* video
- ☒ Participate in a Question & Answer Session
- ☒ Watch/discuss (b) (6), (b) (7)(C) of Day One (Division 01 Combo) video

Associate's Initials: (b) (6), (b) (7)(C) Personnel Manager's Initials: (b) (6), (b) (7)(C)

DAY TWO

- ☒ Watch *Customer Service - Just Plain Old Common Sense* video
- ☒ Wal-Mart Culture Lesson - Strive for Excellence
- ☒ Watch *Customer Service - Magic of a Blink* video
- ☒ Review & discuss the Transfer/Promotion policy
- ☒ Discuss the evaluation process
- ☒ Participate in a Question & Answer session
- ☒ Watch *Stakeholder* video
- ☒ Discuss the Associate Stakeholder Bonus Program
- ☒ Practice basic functions of the SMART System

Pipeline & Computer Based Learning (CBL)

- ☒ Review Job Descriptions (under Training in Pipeline)
- ☒ Hazard Communications (Level 1: 7 days to complete)

- ☒ Bloodborne Pathogens (Level 1: 7 days to complete)
- ☒ Customer Service (Level 1: 7 days to complete)
- ☒ Loss Prevention (Level 1: 7 days to complete)

(b) (6), (b) (7)(C)

Associate's Initials: [REDACTED] Personnel Manager's Initials: [REDACTED]

DAY THREE

- ☒ Turn in Benefits forms
- ☒ Wal-Mart Culture Lesson - Customers & Customer Service
- ☒ Watch *All the Kings Horses* video
- ☒ Watch Associate Safety Video #6 (if applicable)
- ☒ Visit with the Risk Control Team
- ☒ Participate in a Safety Tour
- ☒ Observe the use of general & power equipment
- ☒ Meet with your Supervisor
- ☒ Participate in a Question & Answer Session
- ☒ Participate in a Wal-Mart Cheer

Pipeline & Computer Based Learning (CBL)

- ☒ Review 5 Commitments (under Wal-Mart Stores in Pipeline)
- ☒ Sexual Harrassment (for hourly only)
- ☒ Sexual Harrassment (for management only)
- ☒ Inappropriate Behavior
- ☒ Alcohol Manangement (Supercenters only)
- ☒ Personal Protective Equipment (only if applicable to job code)
- ☒ Spend time exploring Pipeline & the Policy Manual

(b) (6), (b) (7)(C)

Associate's Initials: [REDACTED] Personnel Manager's Initials: [REDACTED]

This Training Plan is to be used as a tool to help Associates in new positions, along with helping Sponsors better coach new Associates. This should be printed by the Personnel Manager and completed by the new Associate. Please sign and date below.

Associate: (b) (6), (b) (7)(C) _____
Personnel Mgr: (b) (6), (b) (7)(C) _____
Completion Date: (b) (6), (b) (7)(C) _____

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TAB 7

Job Description

(b) (6), (b) (7)(C)



This position is responsible for assisting in the operation of a department. An individual in this position will be expected to perform additional job related responsibilities and duties throughout the facility as assigned and/or as necessary.

Essential Functions

An individual must be able to successfully perform the essential functions of this position with or without a reasonable accommodation.

Maintains entrance and exit areas of the Facility by greeting Members, assisting with carts, flatbeds, and wheelchairs, reviewing receipts, completing logs, and identifying shrink.

Provides Member service by acknowledging the Member, identifying their needs, assisting with purchasing decisions, locating merchandise, resolving issues and concerns, and promoting the Company's products and services.

Competencies

An individual must be proficient in each of the competencies listed below to successfully perform the responsibilities of this position.

Front-End - Follows proper procedures to prevent shrink when monitoring, cleaning, and stocking the Front-End area. Keeps the Front-End area clean, monitors loss controls, and helps Members find, purchase, and load items in a timely manner. Reports complaints, shrink issues, and problems with Front-End products, services, and work areas. Uses Front-End equipment and stocks supplies in correct ways.

Customer/Member Centered: Serve the Customer/Member - Shows care and concern when serving our customers/members. Asks questions in order to understand customer/member needs. Uses policies and information in order to exceed customer/member expectations. Finds and uses the right resources (people, products, tools) at the right time in order to resolve customer/member requests.

Judgment: Make Effective Choices - Uses policies, procedures, and/or guides to make good choices. Uses data and facts in order to make day-to-day decisions and involves others as needed. Recognizes what might be a problem and informs those who can correct it.

Planning and Improvement: Plan for and Improve Work - Accepts responsibility and meets expectations for own work. Identifies steps needed in order to carry out work as required.

Influence and Communicate: Share Information - Listens to others and asks questions to learn about what is needed. Communicates the right information to associates and leaders when they need it. Communicates in a respectful and professional manner.

Execution and Results: Get Results - Makes sure work is done correctly. Works on top priorities first. Makes a consistent effort to get results. Meets deadlines. Takes action in order to solve problems so work can be completed in a timely manner.

Ethics and Compliance: Perform to Ethical Standards - Follows company policies and procedures (for example, the Ten Foot Rule). Shows integrity and ethical behavior in all work situations. Reports ethical and compliance issues promptly.

Adaptability: Adapt - Adapts to changing work demands. Stays focused on own work when faced with change or difficulties. Stays open to and learns from assignments and feedback.

Physical Activities

The following physical activities are necessary to perform one or more essential functions of this position.

Observes associate, customer, or supplier behavior.

Communicates effectively in person or by using telecommunications equipment.

Moves, lifts, carries, and places merchandise and supplies weighing up to 10 pounds without assistance.

Grasps, turns, and manipulates objects of varying size and weight, requiring fine motor skills and hand-eye coordination.

Visually verifies information, often in small print.

Reads information, often in small print.

TAB 8

Coaching # (b) (6), (b) (7)(C) Status is Active Mode is View							
Win Number	First Name	Middle Name	Last Name	Userid	Country	Division	Facility
(b) (6), (b) (7)(C)					US	18	6328
Type Of Coaching :							
The Level, and Reason(s) displayed below were the original Level, and Reason(s) selected for the coaching							
Level				Reason(s)			
First Written				Attendance/Punctuality			
Observations of Associate's Behavior and/or Performance :							
On (b) (6), (b) (7)(C) /13 the (b) (6), (b) (7)(C) and myself had a conversation with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) attendance. At the time of the conversation (b) (6), (b) (7)(C) was informed that if (b) (6), (b) (7)(C) had another unapproved absence due to 3 tardies or an unapproved call off, it would move to accountability according to the attendance policy. On (b) (6), (b) (7)(C) /13 (b) (6), (b) (7)(C) occurred an unapproved absence by calling off.							
Impact of Associate's Behavior :							
Not following the attendance policy. Also we have to pull other associates from other departments to cover the door when there are call offs which makes us run short in other departments.							
Behavior Expected Of Associate :							
(b) (6), (b) (7)(C) needs to make sure that (b) (6), (b) (7)(C) is coming to work and on time. (b) (6), (b) (7)(C) also needs to make sure (b) (6), (b) (7)(C) is staying inside the guidelines of the attendance policy.							
Next Level of Action :							
The next level of action if behavior continues is: Second Written up to and including Termination							
Action Plan :							
Date, Time, and Place of Coaching :							
Date Given : (b) (6), (b) (7)(C) /2013 Time : 15:15 Place : Coach's Office							
Expiration Date :							
The expiration date of the coaching may be extended beyond (b) (6), (b) (7)(C) 2014 date, if the Associate spent time on LOA.							
Acknowledgements							
Date Acknowledged (b) (6), (b) (7)(C) 2013							
Associate Name :				Userid :			
Manager Name : (b) (6), (b) (7)(C)				Userid : (b) (6), (b) (7)(C)			
Witness							

Name : (b) (6), (b) (7)(C)	Userid : (b) (6), (b) (7)(C)
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TAB 9

Coaching # (b) (6), (b) (7)(C) Status is Active Mode is View							
Win Number	First Name	Middle Name	Last Name	Userid	Country	Division	Facility
(b) (6), (b) (7)(C)					US	18	6328
Type Of Coaching :							
The Level, and Reason(s) displayed below were the original Level, and Reason(s) selected for the coaching							
Level				Reason(s)			
Second Written				Job Performance			
Observations of Associate's Behavior and/or Performance :							
On (b) (6), (b) (7)(C), 2013 (b) (6), (b) (7)(C) was observed not properly reviewing receipts. There was a line of members at the exit door, (b) (6), (b) (7)(C) quickly processed all members and then appeared to take (b) (6), (b) (7)(C) time with one member and failed to correctly review (b) (6), (b) (7)(C) receipt. The member left the club with over \$450.00 of unpaid merchandise.							
Impact of Associate's Behavior :							
(b) (6), (b) (7)(C) failing to properly review receipts led to over \$450.00 in possible shrink. (b) (6), (b) (7)(C) negatively impacted the profitability of Club 6328 and (b) (6), (b) (7)(C) actions also negatively affects our shrink.							
Behavior Expected Of Associate :							
(b) (6), (b) (7)(C) is expected to stay focused and properly review each receipt thoroughly. Essential Functions of (b) (6), (b) (7)(C) Maintains entrance and exit areas of the facility by greeting Members, assisting with carts, flatbeds, and wheelchairs, reviewing receipts, completing logs, and identifying shrink. (b) (6), (b) (7)(C) will be given a copy of (b) (6), (b) (7)(C) job description as well.							
Next Level of Action :							
The next level of action if behavior continues is: Third Written up to and including Termination							
Action Plan :							
from that day forward i have been paying closer attention to each and every receipt doing my job better and watching all these members that i know personally							
Date, Time, and Place of Coaching :							
Date Given : (b) (6), (b) (7)(C)/2013 Time : 15:40 Place : Manager's office							
Expiration Date :							
The expiration date of the coaching may be extended beyond (b) (6), (b) (7)(C)/2014 date, if the Associate spent time on LOA.							
Acknowledgements							
Date Acknowledged : (b) (6), (b) (7)(C)/2013							
Associate Name : (b) (6), (b) (7)(C)				Userid : (b) (6), (b) (7)(C)			

Manager Name (b) (6), (b) (7)(C)	Userid : (b) (6), (b) (7)(C)
Witness Name : (b) (6), (b) (7)(C)	Userid : (b) (6), (b) (7)(C)



TAB 10

FW:

(b) (6), (b) (7)(C)

Sent: (b) (6), (b) (7)(C), 2013 11:32 AM

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Market 17 / Chicago, IL (S)

Phone (b) (6), (b) (7)(C)

Fax 708-385-2066

(b) (6), (b) (7)(C)@samsclub.com

Sam's Club 6384

9500 W. Joliet Road

Hodgkins, IL 60525

(b) (6), (b) (7)(C)

This e-mail and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this e-mail in error, destroy it immediately. Wal-Mart Confidential.

From: (b) (6), (b) (7)(C)

Sent: (b) (6), (b) (7)(C), 2013 (b) (6), (b) (7)(C)

To: (b) (6), (b) (7)(C)

Subject:

(b) (6), (b) (7)(C) im only writing this because i feel if i dont and something comes from it then it will fall on me but definetly not (b) (6), (b) (7)(C) !!!!! today while standing at the computer at the service desk with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was talking with a member and i was standing sideways with (b) (6), (b) (7)(C) was helping (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) was talking with a member about the club and (b) (6), (b) (7)(C) goes Quote" there are a bunch of (b) (6), (b) (7)(C) up in here and people all up in the managers asses especially that one over there on that computer looking at me I looked straight at the member and (b) (6), (b) (7)(C) as they look at me. (b) (6), (b) (7)(C) and I looked at each other and (b) (6), (b) (7)(C) asked me if (b) (6), (b) (7)(C) was talking about me and i said Yes i think so. then i tried to tune (b) (6), (b) (7)(C) but but (b) (6), (b) (7)(C) just gets louder and louder. As i was leaving the desk i seen (b) (6), (b) (7)(C). I then preceeded to to talk to (b) (6), (b) (7)(C) who just started shaking (b) (6), (b) (7)(C) head in a no moving motion sayin did you get a statement without statements nothing can be done. I know nothing can be done without statements. I said ok I know i know and that i was not going home because of that I just did not feel good and (b) (6), (b) (7)(C) said ok. I then saw (b) (6), (b) (7)(C) and told (b) (6), (b) (7)(C) that I just didnt feel well and that i wanted to go home and (b) (6), (b) (7)(C) said okay. then I went into the (b) (6), (b) (7)(C) to get myself together so (b) (6), (b) (7)(C) would not see that (b) (6), (b) (7)(C) got to me AGAIN. And (b) (6), (b) (7)(C) was in there and ask me what happened and I told (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) then called (b) (6), (b) (7)(C) to see what (b) (6), (b) (7)(C) had witnessed and from there I decided to write this just to cover me. i also asked (b) (6), (b) (7)(C) to write a statement because (b) (6), (b) (7)(C) said that I give (b) (6), (b) (7)(C) too much attention and i said i have to watcjh my back with (b) (6), (b) (7)(C) and the members (b) (6), (b) (7)(C) talks about me to with. and also (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) says that (b) (6), (b) (7)(C) says that I need to stay out (b) (6), (b) (7)(C) business and that i be talking about (b) (6), (b) (7)(C) or something like that. Which is not true I dont talk to (b) (6), (b) (7)(C) or any one about (b) (6), (b) (7)(C) except the (b) (6), (b) (7)(C) at 6328 and to this day i still dont know why i still let this issue bother me or why i even care about it since no else does. Thank you for listening again I will be back on (b) (6), (b) (7)(C) if you need to speak to me. Please see (b) (6), (b) (7)(C) about what (b) (6), (b) (7)(C) might have said. i'm going home now Thank you (b) (6), (b) (7)(C)

TAB 11

Statement

My name is (b) (6), (b) (7)(C) . I live at _____

(b) (6), (b) (7)(C) . I make this statement of my own free will. It is my statement and no one else's.

I was at the service desk, and
I over heard (b) (6), (b) (7)(C) ask someone at
the desk to relieve (b) (6), (b) (7)(C) at the door, so
(b) (6), (b) (7)(C) could talk to (b) (6), (b) (7)(C) about
(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was
tired of (b) (6), (b) (7)(C) stuff.

The above statement is a true statement to the best of my knowledge and belief. No threats or promises were made by anyone to get me to make this statement. I have had complete

(b) (6), (b) (7)(C)

Witness

6328

Store #/Location

Page ___ of ___

(b) (6), (b) (7)(C)

113
Date & Time

TAB 12

Coaching # (b) (6), (b) (7)(C) Status is Active Mode is View							
Win Number	First Name	Middle Name	Last Name	Userid	Country	Division	Facility
(b) (6), (b) (7)(C)					US	18	6328
Type Of Coaching :							
The Level, and Reason(s) displayed below were the original Level, and Reason(s) selected for the coaching							
Level				Reason(s)			
Third Written				Productivity, Respect for the Individual			
Observations of Associate's Behavior and/or Performance :							
(b) (6), (b) (7)(C) was observed using profanity in front of members and associates. This is a violation of 1 of our 3 basic beliefs, respect for the individual. As a company we believe in treating each other with respect whether it is an associate or member. It is also inappropriate conduct for the use of profanity.							
Impact of Associate's Behavior :							
Lack of respect for the individual. Not presenting (b) (6), (b) (7)(C) in a professional manner as well as not showing a good representation of the company.							
Behavior Expected Of Associate :							
(b) (6), (b) (7)(C) needs to make sure that (b) (6), (b) (7)(C) carries (b) (6), (b) (7)(C) in a professional manner and show respect to all individuals while on the clock as well as inside the club.							
Next Level of Action :							
The next level of action if behavior continues is: Termination							
Action Plan :							
I will stay away from this associate who has tried to build a case against me for three years and still trying I have asked (b) (6), (b) (7)(C) to sit with us for a year and nothing happened							
Date, Time, and Place of Coaching :							
Date Given : (b) (6), (b) (7)(C)/2013 Time : 16:23 Place : Office							
Expiration Date :							
The expiration date of the coaching may be extended beyond (b) (6), (b) (7)(C)/2014 date, if the Associate spent time on LOA.							
Acknowledgements							
Date Acknowledged : (b) (6), (b) (7)(C)/2013							
Associate				Userid :			
Name : (b) (6), (b) (7)(C)				(b) (6), (b) (7)(C)			
Manager				Userid :			
Name : (b) (6), (b) (7)(C)				(b) (6), (b) (7)(C)			
Witness				Userid :			
Name : (b) (6), (b) (7)(C)				(b) (6), (b) (7)(C)			

TAB 13

(b) (6), (b) (7)(C) ment

My name is

live at

. I make this statement of my own free will. It is my statement and no one else's.

This is a statement saying
(b) (6), (b) (7)(C) has been picking all
day, and saying little things
that (b) (6), (b) (7)(C) shouldn't, I'm trying
to focus on the real issues
workers have been telling
me (b) (6), (b) (7)(C) asks them "who
(b) (6), (b) (7)(C) think (b) (6), (b) (7)(C) is, I'm trying
to stay away from this (b) (6), (b) (7)(C)
Because I understand (b) (6), (b) (7)(C) is one
who wrote a statement with
(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) wasn't even there

The statement to the best of my knowledge and belief. No threats
or me to get me to make this statement. I have had complete

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Signature

Witness

Store #/Location

Page of

Date & Time

(b) (6), (b) (7)(C)

13 4:00 p.m.

TAB 14

Statement

(b) (6), (b) (7)(C)

My name is _____, I live at _____.

_____ I make this statement of my own free will. It is my statement and no one else's.

On (b) (6), (b) (7)(C) -13 I notice (b) (6), (b) (7)(C) looking at (b) (6), (b) (7)(C) and saying out loud (b) (6), (b) (7)(C) doesn't want to mess with me. I'm not the one to mess with, then later (b) (6), (b) (7)(C) came by the Service desk talking to someone on (b) (6), (b) (7)(C) cell phone saying this little (b) (6), (b) (7)(C) does not want to mess with me then (b) (6), (b) (7)(C) walked away.

The above statement is a true statement to the best of my knowledge and belief. No threats or promises were made by anyone to get me to make this statement. I have had complete freedom to leave the premises.

(b) (6), (b) (7)(C)

Signature

Witness

Witness

Store #/Location

Page ___ of ___

(b) (6), (b) (7)(C)

-13 5:30pm

Date & Time

TAB 15

(b) (6), (b) (7)(C)

Sent: (b) (6), (b) (7)(C) 2013 (b) (6), (b) (7)(C)

To: (b) (6), (b) (7)(C)

I (b) (6), (b) (7)(C) was call over by (b) (6), (b) (7)(C) to talk about (b) (6), (b) (7)(C). During the conversation (b) (6), (b) (7)(C) made several comments about (b) (6), (b) (7)(C) referring to (b) (6), (b) (7)(C) as "this little (b) (6), (b) (7)(C)". Some of the comments that were made were "this little (b) (6), (b) (7)(C) don't know who (b) (6), (b) (7)(C) is messing with (b) (6), (b) (7)(C) is older than (b) (6), (b) (7)(C) is, I told (b) (6), (b) (7)(C) to talk to (b) (6), (b) (7)(C) because I don't play with any body's (b) (6), (b) (7)(C) I told (b) (6), (b) (7)(C) don't wont none, I told (b) (6), (b) (7)(C) to take (b) (6), (b) (7)(C) in that office and tell that little (b) (6), (b) (7)(C) not to mess with me cause like I said (b) (6), (b) (7)(C) don't wont none, that little (b) (6), (b) (7)(C) wasn't even around how (b) (6), (b) (7)(C) gonna write a statement about me when wasn't even there, I keep telling these people that this an't what they want, they keep messing me and they gonna find out. (b) (6), (b) (7)(C) went on for approximately 4 minutes speaking loud enough for (b) (6), (b) (7)(C) to here (b) (6), (b) (7)(C) at the service desk. When I told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) needed to calm down because it may look like (b) (6), (b) (7)(C) is picking on (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) replied I care that's why I told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) better get that little (b) (6), (b) (7)(C) cause I don't play with nobody's (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Cicero, IL 6328

Phone: 708-656-6256

Fax: 708-656-6312

(b) (6), (b) (7)(C)@samsclub.com

Sam's Club

2601 S Cicero Ave

Cicero, IL 60804

TAB 16

Statement

My name is (b) (6), (b) (7)(C), I live at _____

_____. I make this statement of my own free will. It is my statement and no one else's.

I Enter the building (b) (6), (b) (7)(C) approach the service and gave me a dirty look I ignore the look blocked in. Once I started my shift (b) (6), (b) (7)(C) walked passed saying (b) (6), (b) (7)(C) doesn't know who (b) (6), (b) (7)(C) messing with I ignored that I went to get change after I counted down we walked pass each other (b) (6), (b) (7)(C) said I already called them on that little (b) (6), (b) (7)(C). At the podium (b) (6), (b) (7)(C) approached me letting me know (b) (6), (b) (7)(C) is feeling like you are getting under (b) (6), (b) (7)(C) skin If you have any problem come to me or (b) (6), (b) (7)(C) I then ~~let~~ let (b) (6), (b) (7)(C) know that (b) (6), (b) (7)(C) I haven't said two words to (b) (6), (b) (7)(C) After (b) (6), (b) (7)(C) spoke with me I saw (b) (6), (b) (7)(C) I walkie for (b) (6), (b) (7)(C) to come over because I was feeling over whelmed about the situation but on (b) (6), (b) (7)(C) way coming to me (b) (6), (b) (7)(C) stop (b) (6), (b) (7)(C) was at the Exit door (b) (6), (b) (7)(C) was speaking ~~loudly~~ loudly saying that little know I'm not the one to mess with I then asked (b) (6), (b) (7)(C) to let me talk to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) because I couldn't take it anymore I wanted to quit.

The above statement is a true statement to the best of my knowledge and belief. No threats or promises were made by anyone to get me to make (b) (6), (b) (7)(C) complete freedom to leave the premises.

(b) (6), (b) (7)(C)

Witness

Witness

60328

Store #/Location

Signature

(b) (6), (b) (7)(C)

Date & Time

TAB 17

Report Run Date: (b) (6), (b) (7)(C) /2014

Walmart Stores, Inc.
Time Clock Archive Report
From (b) (6), (b) (7)(C) 2013 To (b) (6), (b) (7)(C) 2013

*- Meal Punch if no punch identification												+++ - Premium pay was received												### - Totals are shown as hours and hundredths of an hour, NOT hours and minutes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Associate Name	WM	Wk #	(b) (6)									WM	Wk #	(b) (6)								WM	Wk #	(b) (6)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

(b) (6), (b) (7)(C)																						
WIN: (b) (6), (b) (7)(C)		CI (b) (6), (b) (7)(C)							CI (b) (6), (b) (7)(C)													
Fac # 6328		GTM							CO													
		BEM																				
		CO																				
Edited By:																						
Daily Totals		0.00	0.00	7.59	1.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Meal Period Totals		0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Hours Summary		Pay Type	Wk # 45	Wk # 46	Total Hours
		Regular	(b) (6), (b) (7)(C)		
		Vacation Pay			
		Sick Pay			
		Total			

*Pay type excluded from Total Hours

Report Run Date: (b) (6), (b) (7)(C) 2014

Walmart Stores, Inc.
Time Clock Archive Report
From (b) (6), (b) (7)(C) 2013 To (b) (6), (b) (7)(C) 2014

*- Meal Punch if no punch identification						+++ - Premium pay was received						### - Totals are shown as hours and hundredths of an hour, NOT hours and minutes					
Punch Activity						Punch Activity						Punch Activity					
Associate Name	WM Wk #	(b) (6)				WM Wk #	(b) (6)					WM Wk #	(b) (6)				
SSN	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
WIN	(b) (6), (b) (7)(C) 2013	(b) (6), (b) (7)(C) 2013	(b) (6), (b) (7)(C) 2013	(b) (6), (b) (7)(C) 2013	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014	(b) (6), (b) (7)(C) 2014
	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit	Orig/Edit

(b) (6), (b) (7)(C)																	
WIN: (b) (6), (b) (7)(C)						CI (b) (6), (b) (7)(C)						CI (b) (6), (b) (7)(C)					
Fac # 6328						GTM (b) (6), (b) (7)(C)						GTM (b) (6), (b) (7)(C)					
Edited By:						BFM (b) (6), (b) (7)(C)						BFM (b) (6), (b) (7)(C)					
Daily Totals						CO (b) (6), (b) (7)(C)						CO (b) (6), (b) (7)(C)					
Meal Period Totals						7.60	7.30	0.00	0.00	7.45	8.60	8.12	7.07	7.09			
						0.50	0.62	0.00	0.00	0.58	0.53	0.58	0.53	0.53			

Hours Summary	Pay Type	Wk # 49	Wk # 50	Total Hours
	Regular	(b) (6), (b) (7)(C)		
	Vacation Pay	(b) (6), (b) (7)(C)		
	Total	(b) (6), (b) (7)(C)		

*Pay type excluded from Total Hours

TAB 18

Exit Interview Form

Wal-Mart Stores, Inc.
EXIT INTERVIEWPrinted From (b) (6), (b) (7)(C)
Associate Information

Associate Name (b) (6), (b) (7)(C) WIN (b) (6), (b) (7)(C) SSN # :

Address :

US Phone:

Facility #:6328 Division #: 18 Associate Type (b) (6), (b) (7)(C)

Last Worked Date (b) (6), (b) (7)(C) 2014 Effective Date: (b) (6), (b) (7)(C)

Last Position Held:- Last Rate of Pay:

Company Property Information

The following applicable Wal-Mart property must be collected at the time of Exit Interview.

☒ Badge ☐ Discount Card ☒ Membership Card ☐ Company Issued Clothings ☐ Weight Belt
☐ Box Cutter ☐ Freezer Gear

Note : To be considered for re-employment, you must re-apply. Your previous work record with Wal-Mart Stores, Inc. will be reviewed.

The Company assumes no obligation to contact you for possible re-employment. Where state laws allow, a Neutral Reference will be provided to external employers seeking information regarding your employment with Wal-Mart Stores, Inc. Dates of employment and last position held is the only information that will be released.

Summary of Termination Information

Termination Type: Involuntary Termination

Eligible for Rehire Status: Rehirable

Termination Reason: Misconduct With Coachings

Last Day Worked: (b) (6), (b) (7)(C) 2014

Manager Comments

Based on the conclusion of the investigation, it has been determined that you failed to show respect for the individual. Also possible retaliation based on the information that (b) (6), (b) (7)(C) gave in (b) (6), (b) (7)(C) state (b) (6), (b) (7)(C). This is a coachable offense. (b) (6), (b) (7)(C) has been held accountable in the past because of Respect for the Individual. (b) (6), (b) (7)(C) is currently at the 3rd level of coaching and will result in next level, which is termination.

Signatures

Associate Name :	(b) (6), (b) (7)(C)	Date:		Electronic Acknowledge:	No
Supervisor Name :	(b) (6), (b) (7)(C)	Date:	(b) (6), (b) (7)(C) / 2014	Electronic Acknowledge:	Yes
Witness Name :	(b) (6), (b) (7)(C)	Date:	(b) (6), (b) (7)(C) / 2014	Electronic Acknowledge:	Yes

Provided below is important information related to your separation....

COBRA	Continuation of Benefits	(800) 421-1362
DISCOUNT CARD - RETIREE	Application Information	(800) 421-1362
LIFE INSURANCE	Conversion of Benefits	(877) 740-2116 * must call within 31 days of date coverage ends
PROFIT SHARING	Account Information	(888) 968-4015
STOCK OWNERSHIP	Account Information	(800) 438-6278
401K	Account Information	(888) WMT401K OR (888) 968-4015
RESOURCES FOR LIVING	Counseling Service	(800) 825-3555

TAB 19

(b) (6), (b) (7)(C)

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(C)
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TAB 20

(b) (6), (b) (7)(C)

First Name	Position	Term Date	Discharge Reason
(b) (6), (b) (7)(C)		2013	3 DYS ABSENSE, UNREP
		2013	3 DYS ABSENSE, UNREP
		2013	3 DYS ABSENSE, UNREP
		2013	3 DYS ABSENSE, UNREP
		2013	3 DYS ABSENSE, UNREP
		2013	3 DYS ABSENSE, UNREP
		2014	3 DYS ABSENSE, UNREP
		2014	3 DYS ABSENSE, UNREP
		2014	3 DYS ABSENSE, UNREP
		2014	3 DYS ABSENSE, UNREP
		2014	DISSAT-WALKED OFF JB
		2013	EXC ABSENCE/TARDINES
		2013	EXC ABSENCE/TARDINES
		2013	EXC ABSENCE/TARDINES
		2013	EXC ABSENCE/TARDINES
		2014	EXC ABSENCE/TARDINES
		2014	EXC ABSENCE/TARDINES
		2014	EXC ABSENCE/TARDINES
		2014	EXC ABSENCE/TARDINES
		2013	FAILED TO RETURN LOA
		2014	FAILED TO RETURN LOA
		2013	FAILURE EMPL DOCUMENTS
		2013	GROSS MISCOND-INTEGR
		2013	GROSS MISCOND-INTEGR
		2013	GROSS MISCOND-INTEGR
		2013	GROSS MISCOND-INTEGR
		2013	GROSS MISCOND-INTEGR
		2013	GROSS MISCOND-OTHER
		2013	GROSS MISCOND-OTHER
		2013	GROSS MISCOND-OTHER
		2013	GROSS MISCOND-OTHER
		2013	GROSS MISCOND-OTHER
		2014	GROSS MISCOND-OTHER
		2013	LACK OF WORK
		2014	LACK OF WORK
		2013	MISCOND W/COACHINGS
		2013	MISCOND W/COACHINGS
		2013	MISCOND W/COACHINGS
		2013	MISCOND W/COACHINGS

Club 6328's Discharges Since

2013

First Name	Position	Term Date	Discharge Reason
(b) (6), (b) (7)(C)		2013	MISCOND W/COACHINGS
		2013	NOT AVAILABLE FOR WK
		2013	NOT AVAILABLE FOR WK
		2014	NOT AVAILABLE FOR WK
		2014	NOT AVAILABLE FOR WK

TAB 21

Solicitation and Distribution of Literature Policy

Updated: April 29, 2013

State Specific Policies

California

Pennsylvania

At Walmart, we are committed to maintaining an efficient working and shopping environment for our associates, customers and members. Solicitation and distribution of non-work-related literature at inappropriate times and places can easily interfere with associate productivity, a clean/neat work environment, and the customer/member experience. This policy describes the rules covering such activity on company property.

This policy applies at all facilities owned or operated by Wal-Mart Stores, Inc. or one of its subsidiary companies, in the United States (Walmart), except for Walmart Stores and Sam's Clubs in the following states (click on the individual state for the policy applicable in that state).

Managers and supervisors should use the supplemental Solicitation and Distribution Management Guidelines for additional guidance in administering the policy.

Inside the facility

You may not *solicit or distribute literature* (other than work-related literature distributed at the direction of management) during *working time*. Also, you may not distribute literature in any *working area* of a facility at any time. Finally, you may not solicit in any selling area of the facility during hours that the facility is open to customers/members. However, when directed to do so by an authorized member of management, you may solicit and distribute literature on behalf of the following approved company-sponsored charities.

- Children's Miracle Network
- Corporate United Way Campaigns (not individual United Way sponsored agencies/organizations)
- Feeding America Campaign-
- Associate in Critical Need Trust (ACNT)

Additional charities may be approved by the Executive Vice-President of Corporate Affairs.

Non-associate individuals, groups, and organizations, including but not limited to individual United Way-sponsored groups, Girl/Boy Scouts, Salvation Army, Red Cross, Literacy Council, or other service organizations, religious organizations, labor organizations and labor-related activists, and voter registration services, may not solicit or distribute literature or engage in any demonstration or messaging activity at any time inside our facilities, including reception areas or vestibules. This does not apply to certain business-related activities of employees of businesses in the leased spaces inside our facilities (see Management Guidelines).

Suppliers may have business-related displays, hand-outs, associate services or demonstrations in the facility pursuant to business agreements between the suppliers and Walmart. Such events may include, but are not limited to, blood pressure and/or cholesterol screenings, product demonstrations, the distribution of product samples, or the distribution of applications for a company-branded credit card or a Sam's Club membership.

Outside the facility

We may permit *solicitation and/or distribution of literature* outside our facilities, as more fully outlined below.

- Associates may participate in *solicitation and/or distribution of literature* for activities protected by the National Labor Relations Act outside our facilities during non-working time.
- Non-associate groups and organizations may request approval from the facility manager, or his/her designee, to *solicit and distribute literature* outside a facility that has selling areas that are open to the public. The request must be made at least three days in advance and the group or organization must meet the requirements of this policy and must agree to follow the Notice of Solicitation and Distribution of Literature Rules ("Rules"). Facility managers have discretion on when and how to grant access subject to the Rules, but must apply that discretion in a non-discriminatory manner. Non-associates who do not comply with the Rules or obstruct or interfere with operations or entrance to or exit from facility/parking areas will be denied further access.
- Unless approved by facility management for Walmart's business purposes, no one may solicit or distribute literature for the purpose of for-profit commercial sale of products or services to the public.
- No one may engage in picketing, patrolling or other group activity that interferes with or disrupts business operations anywhere on property owned or controlled by Walmart.
- No one may block or interfere with facility or parking lot entrances or exits.

Non-associate groups and organizations are not permitted to engage in any solicitation or distribution of literature outside Express stores at any time.

To provide a neutral environment for our customers and members, political *solicitation and/or distribution of literature* by individuals, groups and organizations is prohibited at all times and under all circumstances anywhere on Walmart property, unless state law requires otherwise.

Solicit or Solicitation means to request or seek donations, sell non-work products or memberships, attempt to sign up participants or supporters, or similar activities (including unattended "sign up" sheets) for any cause or organization including, but not limited to, charitable, fundraising, political, labor, and religious organizations. With respect to

associates, it also means to ask an associate to do something non-work-related that would likely interrupt or distract him or her from the work function.

Distribute literature means the act or process of giving out, setting down, attaching on any surface, or delivering non-work-related leaflets, pamphlets, other written material, or any other object such as pins, buttons, pens, lanyards, etc for any cause including, but not limited to, charitable, fundraising, political, labor, and religious organizations.

Working areas means all interior areas except break rooms and rest rooms.

Working time means the working time of both the associate who is soliciting or distributing literature and any associate to whom the solicitation or distribution of literature is directed. Working time does not include rest breaks, meal periods and time before or after work.

Your responsibilities

We strictly forbid retaliation of any kind for cooperating in an investigation. Any associate who retaliates against another associate for cooperating in an investigation will be subject to disciplinary action up to and including termination.

For more information

If you have questions or need further guidance, please contact your HR representative. Additionally, our Guiding Principles may assist you in determining the best course of action if there is no policy providing specific direction for your situation.

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

TAB 22

Steven D. Wheelless
602 257 5234
swheelless@step toe.com

Alan Bayless Feldman
602 257 5254
afeldman@step toe.com

201 East Washington Street
Suite 1600
Phoenix, AZ 85004-2382
602 257 5200 main
602 257 5299 fax
www.step toe.com

Step toe
STEPTOE & JOHNSON LLP

September 3, 2013

VIA FACSIMILE (817-978-2928), E-FILE, FEDERAL EXPRESS

David A. Foley, Field Attorney
National Labor Relations Board, Region 16
819 Taylor Street, Room 8A24
Fort Worth, TX 76102-6178

RE: WALMART: Charge No. 16-CA-108394

Dear David:

Walmart Stores, Inc. appreciates the opportunity to respond to the United Food and Commercial Workers' July 2, 2013 Charge, as filed by its wholly-owned "OURWalmart" subsidiary and supplemented by your July 2, 8, and 16 correspondence. In this individual Charge, the UFCW raises the narrow question of whether Walmart can apply its attendance policy to the unexcused absences of certain employees who participated in a UFCW-coordinated series of hit-and-run "strikes" designed to pressure Walmart into "raising the bar for jobs throughout the entirety of [the UFCW's] industries." However, the UFCW's Charge poses a much broader question of national import, writ large: Who controls the daily work schedule in America: employers or unions?

Introduction

Who Controls The Daily Work Schedule? A Charge With Far Reaching Consequences

Across the country – at least in certain private-sector industries – unions see diminishing "traditional" organizing success. Whatever the reason, the union-density numbers demonstrate that ground truth. In response, a number of unions (including the UFCW, SEIU, and HERE) simply bypass traditional organizing and use union-created, union-directed industry- or employer-specific "work centers" to pursue the unions' dual objectives of (1) protecting existing union jobs, and (2) establishing legitimacy with non-union employees, through a raise-the-bar-for-all-workers campaign for more money, better benefits, and guaranteed hours. Unions increasingly create these so-called "work centers" by combining "community allies" with a handful of employees to promote the unions' raise-the-bar message with the media, the public, and elected officials while the unions control the manner, means, and content of the messaging from the behind the scenes. But in the work center model, the unions do not represent the targeted employers' employees so they cannot press their agenda at the bargaining table or use the threat – or reality – of a sustained, business-unit shut-down (*i.e.*, a traditional unit-wide

strike) to pressure the target employers. Nor do the unions get “dues” from the targeted, but unrepresented employees to finance strike funds. What to do?

Enter the made-for-media “walk off.”

To develop real economic pressure on targeted employers (with the threat of chasing away customers and alienating local elected officials), unions use their “work center” surrogates to conduct carefully choreographed, made-for-media, and highly-disruptive demonstrations at employer sites with community, student, social, political, faith, and issue-specific “allies” to attract main stream and social media attention. The unions often attract that media attention by getting “community allies” to engage in disruptive demonstrations at a target facility – during which they videotape themselves (videos cited below) – in support of a pre-coordinated “walk off” (aka “strike”) of a single employee or two. By staging the community-ally demonstration and media coverage at a facility where a worker “goes out on strike” (all pre-coordinated), unions create a media-visual that suggests to the public that the disruptive demonstration grows out of a local, community-based demand for the unions’ overarching (and core) raise-the-bar demonstration message: more money, benefits, and hours. Unions also sprinkle periodic and generic “retaliation” claims into their demonstration messaging (fueled by obligatory ULP charges) and tell the campaign “strikers” that federal labor law protects their jobs because they are on a “ULP strike.” That way, unions get the “worker on strike” media-visual whenever they want while the designated “strikers” feel confident that they can come and go from work as they please with no extended loss of pay and no loss of employment.

However, to develop the desired economic pressure, unions must stage the disruptive walk-off/demonstrations again and again, on an unpredictable, but recurring basis, to garner the necessary public/media attention and keep increasing the raise-the-bar pressure. And they do. The UFCW does it (through OURWalmart). The SEIU does it (through Fast Food Forward). HERE does it (through the Restaurant Opportunity Centers). The AFL-CIO will likely soon do it (through its newly-created “Working America” work center). Which begs the obvious question; will all unions stage these recurring, intermittent work stoppages as part of disruptive “public education” raise-the-bar campaigns? And the answer to that question is just as obvious: Yes – if the Board and reviewing courts hold that a union – not the employer – controls the daily work schedule. Said another way, if a union can lawfully orchestrate short, ambush, walk-offs/strikes whenever they want as part of an overall raise-the-bar disruption campaign (while promising job invulnerability to participating “strikers”), unions will surely make intermittent work stoppages a staple in the diet of every campaign targeting a non-union employer. But would such a rule make sense for America? Would such a rule – essentially creating a new form of NLRB-required intermittent leave – help employers operate efficient, properly-staffed businesses, to the benefit of all stakeholders? As discussed below, the Board, the federal courts of appeal, and the United States Supreme Court have long since answered that question in the negative.

The UFCW’s Specific Allegations Fail for Want of Factual or Legal Support

The UFCW’s Charge contains two basic allegations: (1) in February 2013, Walmart, management at ten stores threatened associates “who had struck with discipline if they engaged in further protected activity;” and (2) starting in [REDACTED] 2013, Walmart unlawfully disciplined and

discharged associates identified in the Charge attachment “because they struck over Walmart’s unfair labor practices.” The Region also asks that the Company provide its position regarding the UFCW’s request for § 10(j) injunctive relief.

The UFCW’s Charge fails for several reasons. First, Walmart did not threaten associates at the identified ten stores, but rather management read word-for-word from pre-prepared talking points that lawfully described the Company’s position on intermittent work stoppages and the consequences of violating the attendance policy, but did not say that associates would be disciplined if they engaged in further protected activity. Second, the designated associates did not engage in a “work stoppage” or “strike” at all in (b) (6), (b) (7)(C) 2013; rather, they failed to report for scheduled shifts so they could participate in UFCW (self-described) “educational” media events. Third, many of the associates failed to comply with the Company’s absence-reporting rules, forfeiting any Act protection that might otherwise apply (none does). Fourth, if the early-June 2013 unexcused absences constituted a “work stoppage,” the Act does not protect those absences because the absences were part of a series of intentionally-disruptive UFCW-controlled and orchestrated intermittent work stoppages in support of the UFCW’s raise-the-bar campaign – *as captured in many video clips and described in scores of the UFCW’s own emails*. Fifth, the designated associates did not strike over any particular unfair labor practices; from start to finish, the UFCW-coordinated “walk-offs” during the (b) (6), (b) (7)(C) “National Week of Action” focused on drawing attention to the same generic raise-the-bar and generic “stop the retaliation” demands as all the prior intermittent work stoppages/demonstrations. Sixth, Walmart did not discipline many of the listed associates at all. Indeed, on close examination, the UFCW’s broad-brush allegations splinter into numerous different factual scenarios involving different groups of associates; for example, some received no discipline, many gave no notice of any “strike” activity, and yet others voluntarily quit or were discharged for unrelated reasons. Seventh, management in the relevant stores issued discipline to certain identified associates consistent with the Company’s progressive discipline and attendance policies and treated them the same as similarly-situated associates. Indeed, over the last two years, management in the relevant stores issued over 6,689 disciplinary actions and discharged over 2,900 similarly-situated associates for violations of the attendance policy.

After reviewing the analysis below, we trust you will agree that Walmart did not violate the Act as alleged. For the same reasons, the UFCW’s Charge does not warrant § 10(j) consideration.

I. FACTUAL BACKGROUND.

A. The UFCW Orchestrated Hit-And-Run Work Absences In October-November 2012 And Again In May-June 2013.

1. The UFCW Controls And Directs OURWalmart Walk-Offs To Support Its Intentionally Disruptive Raise-The-Bar Campaign.

The United Food and Commercial Workers International Union created, funds, and directs its wholly-owned subsidiary work center, which it calls Organization United for Respect at Walmart (“OURWalmart”) (collectively, “the UFCW”). [Tab 1; Tab 2 (b) (6), (b) (7)(C) Depo

210:1-14).] During (b) (6), (b) (7)(C) recent deposition in the Florida trespass litigation, UFCW (b) (6), (b) (7)(C) testified that the UFCW hired (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) to specifically direct the UFCW's "Walmart campaign." [Tab 2 (27:16).] As (b) (6), (b) (7)(C) of the UFCW's Walmart campaign, (b) (6), (b) (7)(C) directs all UFCW International campaign efforts directed at Walmart, including "Making Change at Walmart," "UNI Global," and "the OURWalmart program." [Tab 2 (27:16-29:16).] The UFCW paid a high-profile public relations firm to come up with the "OURWalmart" name. [Tab 2 (215:14-216:9).] The UFCW keeps and accounts for OURWalmart's income and expenses and provides financial accounting services for OURWalmart. [Tab 2 (213:9-214:14).] (b) (6), (b) (7)(C) – along with (b) (6), (b) (7)(C) – sit on and guide the OURWalmart (b) (6), (b) (7)(C) [Tab 2 (205:25-206:7).] (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) provide "strategy advice," "planning advice," and "execution know-how" to OURWalmart. [Tab 2 (205:25-207:12).] The UFCW created and manages OURWalmart's webpage: forrespect.org. [Tab 2 (127:21-128:4).] The UFCW owns, operates, and pays the operating expenses for the Dodge Nitro bearing OURWalmart and UFCW insignia and colors. [Tab 2 (170:4-15).]

(b) (6), (b) (7)(C) supervises a team of approximately 60-75 UFCW employees who plan, coordinate, conduct, and oftentimes participate in UFCW-orchestrated "OURWalmart" demonstrations. [Tab 2 (205:25-207:15).] (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) help OURWalmart to conduct store demonstrations on Walmart property." [Tab 2 (205:25-207:15).] (b) (6), (b) (7)(C) UFCW subordinates, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) confirmed and expanded on (b) (6), (b) (7)(C) testimony with respect to Florida, where they manage the UFCW's Florida OURWalmart campaign. Both testified that they plan, coordinate, conduct, and participate in UFCW-orchestrated OURWalmart demonstrations and walk-offs (as well as "walk-backs," where local non-associate activists accompany a "striker" back to work for his or her next scheduled shift after a UFCW-orchestrated "strike"). [Tab 2 (205:25-207:15); Tab 3 (b) (6), (b) (7)(C) Depo 76:17-22, 87:2-89:15); Tab 4 (b) (6), (b) (7)(C) Depo 63:20-65:16, 96:9-98:21, 135:20-136:9).] Per (b) (6), (b) (7)(C) "the UFCW provides legal counsel to OURWalmart" and "has given instructions to OUR Walmart participants in store demonstrations that if a police officer asks them that the actions stop or threatens to arrest the participants, that the OURWalmart individuals should call Deborah Gaydos and George Wiszynski" (both UFCW staff attorneys). [Tab 2 (214:25-215:9).]

According to (b) (6), (b) (7)(C) the UFCW "initiated, planned, [and] executed" OURWalmart demonstrations on a "National Day of Action" in (b) (6), (b) (7)(C) 2012, (b) (6), (b) (7)(C) 2012, (b) (6), (b) (7)(C) 2013, and a "National Week of Action" in (b) (6), (b) (7)(C) 2013 (also referred to by the UFCW as the "Ride for Respect"). [Tab 2 (76:10-77:8).] The UFCW staged one-or-two associate "walk-offs" in conjunction with numerous "community-orchestrated" demonstrations during those events. [Id. (summary chart attached at Tab 5); see also event descriptions below.] The UFCW paid for the buses that transported OURWalmart/UFCW supporters around the country during the UFCW's Ride for Respect educational and media events. [Tab 2 (219:5-20).] The UFCW creates and provides demonstration materials, messaging, media coordination, media-visuals, and transportation for the demonstrations and posts demonstration directions on the Corporate Action Network website (a UFCW affiliated organization). [Tab 2 (112:5-113:19).] Email after email from, or to, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (many copied to (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) other direct

reports) demonstrate the extensive level of hands-on control exercised by the UFCW over the planning and coordination of the OURWalmart walk-off/demonstrations with "community allies." [Tab 6.] Indeed, (b) (6), (b) (7)(C) testified that the "UFCW prepared and provided to OURWalmart members strike letters and return to work letters as a part of the OURWalmart strike activity." [Tab 2 (215:10-13).] Emails from (b) (6), (b) (7)(C) reflect (b) (6), (b) (7)(C) giving direction to a local community organization that an associate who left work without permission to participate in a UFCW event should use the UFCW-supplied "return to work" letter. [Tab 6.]

(b) (6), (b) (7)(C) testified that "we [the UFCW] believe that changing Walmart is vital for the future of our country." [Tab 2 (73:17-25).] Consistent with that view, the UFCW states on its website: "we work and are dedicated to improving not only the standards at our union workplaces, but *raising the bar for jobs throughout the entirety of our industries* When big companies like Walmart slash benefits and wages, it has a negative effect on job standards not only within the company, but has a ripple effect throughout the entire global retail industry." [*Id.* (emphasis added).] (b) (6), (b) (7)(C) further testified that the UFCW's OURWalmart campaign focuses on "great jobs and great futures and great benefits." [Tab 2 (39:23-40:8).] And, as described event-by-event below, the UFCW's raise-the-bar message remained constant through every "Walmart campaign" demonstration and every walk-off from October 2012 to June 2013: more money, benefits, hours, respect. Contemporaneous video of various "strikers" explaining their "walk-off" rationale (Tab 7) illustrate powerfully how the UFCW used their walk-offs to promote the UFCW's overarching raise-the-bar campaign message. Additional walk-off/demonstration videos (Tab 8) demonstrate how the UFCW planned those walk-off demonstrations to disrupt the sales floor and shopping environment to draw attention to the UFCW's raise-the-bar message.

2. UFCW IWS Strikers All Use The Same Generic Notice Letters.

As the UFCW's own emails demonstrate (cited above), the UFCW conceived and orchestrated a hit-and-run, walk-off or "intermittent work stoppage" campaign beginning in October 2012. The UFCW designed its IWS campaign to draw media attention to the UFCW's generic raise-the-bar rhetoric and to pressure the Company into generic workplace concessions (more respect, higher wages, better benefits, predictable schedules, and more hours). As described below, approximately 18 of the 51 associates identified in OURWalmart's current Charge (16-CA-108394) (collectively the "June walk-off associates" or "JWO Associates") participated in the UFCW-orchestrated hit-and-run IWS campaign on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2012. Those JWO Associates – along with the other JWO Associates – participated in yet another round of IWS in (b) (6), (b) (7)(C) 2013.

In each instance, those JWO Associates indicated their participation in and support for the UFCW-orchestrated IWS campaign – with its common goals and coordinated message – by delivering the same, generic, UFCW-drafted and supplied "I'm going out on strike" letters followed by the same, generic "now I'm coming back to work" letters. [Tab 2 (215:10-13).]

In those letters, the participating associates announced the UFCW's constantly-repeated, never-changing, media-focused IWS campaign message: we are protesting "low take home pay, unpredictable work schedules, unaffordable health benefits, and Walmart's retaliation against

those associates who have spoken out” while declaring that “if you fail to allow any of us to return to work . . . we will immediately file unfair labor practice charges” [See voluminous examples of the UFCW’s generic “going out on strike” and “coming back to work” letters from 2012 and 2013 at Tabs 9 (going out) and 10 (coming back); see identical UFCW-supplied “I’m going out on strike” and “now I’m coming back to work” letters from associates named in the Charge, who participated in the (b) (6), (b) (7)(C) Ride-for-Respect media event at Tab 11.] *The UFCW’s generic IWS campaign letters did not change from (b) (6), (b) (7)(C) 2012 to (b) (6), (b) (7)(C) 2013.* [Tabs 9, 10, 11.] They contain nothing new or different. They contain no specifics and no details; just the same generic, recurrent demand for better working conditions, the same generic protest over purported, unspecified retaliation, and the same generic claim to be engaged in a ULP strike (clearly scripted by the UFCW to try to avoid the economic-striker replacement scenario).¹ As (b) (6), (b) (7)(C) admitted, the UFCW provides those generic “strike” and “return-to-work” letters directly to the OURWalmart members prior to and after their participation in the UFCW-orchestrated IWS activities. [Tab 2 (215:10-13).]

3. The UFCW Promised To Disrupt Operations With IWS And Has Repeatedly Done So – On Video – With IWS-Staged Demonstrations.

The UFCW’s voluminous “OURWalmart campaign” emails and documents (cited above) demonstrate the UFCW’s daily control over the raise-the-bar walk-off/demonstration strategy. But the UFCW goes further and expressly describes its intent to disrupt Walmart operations through IWS in various publications.

For example, OURWalmart distributed a “Black Friday Concerted Activity Notice” in the Little Rock, Arkansas store in advance of Black Friday (November 22 and 23, 2012) [Tab 12], and publishes a condensed version of the Notice on its publicly-accessible website at www.forrespect.nationbuilder.com/1654. The Notice expressly states OURWalmart’s intent to use intermittent work stoppages as a tactic to damage Walmart’s reputation and disrupt Walmart operations through hit-and-run strikes on “your busiest days.” In pertinent part, the Notice states: “If you [store management] side with the home office these *one day strikes or concerted actions may become the new normal and damage the companies [sic] image further.*” The Notice states further, “You now face the real possibility of multiple call ins (hourly’s [sic] working together *for a clearly defined and stated on paper, common goal*) that will be *concentrated around your busiest days* such as holidays, special events, weekends, and the first week of the month. These days will be *selected at random* to protest what we perceive as unfair treatment.” [*Id.* (emphasis added).] OURWalmart’s condensed website version of the Notice states, “If we don’t see *the improvements we demand* with this concerted activity, *other one day Concerted Actions might be organized around key dates* such as but not limited to, within the last

¹ The Division of Advice is reviewing the IWS issue in 16-CA-096240 and 26-CA-093558. Walmart referenced the (b) (6), (b) (7)(C) IWS in 12-CA-105847, 12-CA-109473, 13-CA-107343, 19-CA-107943, and 16-CA-105873.